

Commonwealth of Massachusetts
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

IN RE ORDER INSTITUTING
RULEMAKING

D.T.E. 01-72

AFFIDAVIT OF GARY A. SHEPARD

I, Gary A. Shepard, having been duly sworn, do hereby say and depose under oath based on my personal knowledge as follows:

1. I am employed as the Administrator and Chief Executive Officer of the Pioneer Valley Transit Authority (the "PVTA"), a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, duly established as a regional transit authority under Massachusetts General Laws Chapter 161B, section 1, et. seq. ("Chapter 161B"). I have been so employed since March 1998.
2. The PVTA is charged under Chapter 161B with exclusive responsibility for the provision of public mass transportation service within the member municipalities that comprise the PVTA service area under the statute.
3. Chapter 161B prohibits a regional transit authority, such as the PVTA, from operating the mass transportation buses that it owns. Consequently, the PVTA approximately every five (5) years advertises a request for proposals for fixed-route and public school tripper management and operating services, and the PVTA awards a bus management and operating contract through public bidding process governed by federal procurement laws, rules and regulations. The current fixed route and public school tripper management and operating companies for Hampden County and a portion of Hampshire County are Springfield Area Transit Co., Inc. ("SATCO") and Valley Area Transit Co., Inc. ("VATCO"), respectively.
4. Currently, seven (7) buses owned by the PVTA and operated by SATCO or VATCO contain "full advertising wraps" in which advertising or public service media has been applied to the bus exteriors, including the bus windows, as a bus wrapping. The wrapping allows the driver and the passengers to see through the wrapping to the surroundings outside of the bus.
5. Of the seven fully-wrapped buses, four (4) have been wrapped pursuant to long-term contracts with commercial advertisers. In each contract, the PVTA agrees to allow the

entire exterior of a PVTa-owned bus, including its windows (other than the front windshield), to be covered with a bus advertising wrapping for a specified period of time, and the vendor agrees to pay the PVTa a specified sum for such use of the bus. Three of the contracts terminate at the end of September 2002. The fourth contract does not terminate until the end of April 2004.

6. Total anticipated revenues associated with the four buses exceeds \$50,000.00. The PVTa needs these revenues to maintain its level of service throughout the Pioneer Valley region.
7. From the time the PVTa began wrapping advertisements on buses in 1996 until today, there has never been a safety-related incident on any PVTa bus due to the presence of an advertising wrap.

SUBSCRIBED and sworn to under the pains and penalties of perjury on this _____ day of May, 2002.

Gary A. Shepard

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

May _____, 2002

Then personally appeared the above-named Gary A. Shepard, having been duly sworn, who stated the foregoing to be true based on his personal knowledge, and who acknowledged the foregoing to be his free act and deed, before me,

Notary Public
My Commission Expires: